

**NOTICE TO PROSPECTIVE BIDDERS
AND
PRE-QUALIFICATION STATEMENT
FOR**

**New Milpitas Public Library
150 N. Main Street
Milpitas, CA 95035**

**MILPITAS REDEVELOPMENT AGENCY
PROJECT NO. 8162**

**MILPITAS REDEVELOPMENT AGENCY
455 East Calaveras Boulevard
Milpitas, CA 95035
(408) 586-3401**

**NOTICE TO PROSPECTIVE BIDDERS
FOR
NEW MILPITAS PUBLIC LIBRARY, PROJECT #8162**

1. This Notice to Prospective Bidders is hereby given by the Milpitas Redevelopment Agency ("Agency"), announcing that fully completed and sealed "Pre-qualification Statements" ("PQS") from contractors ("Prospective Bidders") interested in participating in the pre-qualification of bidders process will be accepted no later than 2:00 p.m., **August 31, 2006**, at the information desk in the lobby of the Milpitas City Hall, located at 455 East Calaveras Boulevard, Milpitas, California 95035. By this Notice, the Agency is soliciting Prospective Bidders who may wish to submit a future bid for a public building construction contract for the New Milpitas Public Library ("Project") to be constructed at 150 N. Main Street in the City of Milpitas. Only Contractors who hold, or are currently applying for, a Class B license issued by the State of California Contractors' Licensing Board shall be eligible to complete the PQS.
2. Agency will review the completed PQS submittals and, based on publicly disclosed, predetermined criteria, choose which of the Prospective Bidders will be placed on the final list of pre-qualified bidders ("Bidders List"). The Agency will inform each Prospective Bidder whether they will be placed on the Bidders List. A Prospective Bidder who does not submit a completed PQS by the required date and time will not be considered. Prospective Bidders placed on the Bidders List will be eligible to subsequently receive a bid package, and only bids from pre-qualified bidders on the Bidders List will be accepted.
3. In addition to the above, notice is hereby given that sealed monetary bids for the Project from contractors on the Bidders List must be received by at the information desk in the lobby of the Milpitas City Hall, located at 455 East Calaveras Boulevard no later than 2:00 p.m. on **December 12, 2006**. Bid documents will be issued on or around **October 24, 2006**, but after the Bidders List has been determined.
4. Prospective Bidders' attention is directed to the following information:
 - a. **PROJECT DESCRIPTION.** The proposed 60,000 square foot New Milpitas Public Library to be located at 150 North Main Street consists of new one- and two-story construction that will flank the existing single story historic Milpitas Grammar School building. The existing approximately 15,000 square- foot single-story Type V-N building will be restored and adaptively reused as an integral part of the library. The new additions consist of steel framed structure with structural concrete mat foundation and include a raised floor system with an under floor HVAC system. The project also includes a significant amount of coordination with Main Street Improvement projects and the adjacent East Parking Garage structure located east of the "South Wing" of the Library building. The East Parking Garage is scheduled for completion in August 2007. The "South Wing" shares an area separation wall with the Garage. The 2-hour separations will be built under the Library contract after the Library mat slab west of the Garage is constructed.
 - b. **COST RANGE.** Project construction is estimated to cost approximately \$24 million.
 - c. **CONTRACT TIME.** Time to complete the Project (including all construction and improvements) is anticipated to require approximately **22 to 24** months following the effective Notice to Proceed date.
 - d. **PQS DELIVERY.** PQSs shall be completed and addressed to the City Clerk of the City of Milpitas in an envelope labeled: "Pre-Qualification Statement – New Milpitas Public Library Project #8162."
 - e. **CALIFORNIA STATE CONTRACTOR'S LICENSING REQUIREMENT.** Copies of California State Contractor's Licenses are not required to be submitted with the PQS. However, all Prospective

Bidders must possess a Class "B" California Contractor's License at the time of bid submission.

- f. **PROJECT STABILIZATION AGREEMENT.** The City of Milpitas and the Milpitas Redevelopment Agency anticipates a "Project Stabilization Agreement" or "Agreement" with the Building & Construction Trades Council of Santa Clara County. This Agreement shall apply to all on-site construction, modifications, alterations, repair and demolition performed by those contractors of whatever tier that are awarded contracts by the Library General Contractor.
 - g. **BIDDERS' BOND.** A bid bond is not required to be submitted with the PQS. However, at the time a bid is submitted by any contractor on the Bidders List, such bid must be accompanied by either cash, a cashier's check, or a bond in the sum of not less than ten percent (10%) of the total aggregate of the bid including all additive and/or alternate bid items. The check or bond shall be made payable to the Milpitas Redevelopment Agency.
 - h. **BONDS, INSURANCE AND EXECUTED AGREEMENT.** Project will require the following bonds and insurance:
 - 1) Payment bond in an amount equal to one hundred percent (100%) of the contract price;
 - 2) Performance bond in an amount equal to one hundred percent (100%) of the contract price;
 - 3) Insurance certificate(s) and endorsements for general commercial liability, workers' compensation, and automobile liability.
 - 4) The construction contract will also include requirements that the contractor indemnify the City Milpitas, the Milpitas Redevelopment Agency and its employees, officers, consultants, and agents.
 - 5) The construction contract will also include other substantive requirements of the contractor.
 - i. **CLARIFICATIONS AND ADDENDA.** The Agency may issue addenda as appropriate for clarification or other reasons during the PQS process. All requests for clarification or interpretation must be submitted at least ten (10) days before the respective deadlines for receipt of PQS.
5. If any discrepancy exists between the provisions of Notice to Prospective Bidders and the provisions of PQS, the terms of the PQS will control.
6. Interested parties are strongly encouraged to attend the pre-proposal meeting, including site visit, that is scheduled for August 17, 2006 at 1:00 PM. The meeting will be held at the City's Construction Office at 82 N. Main Street. For information call (408) 586-3401.

INFORMATION AVAILABLE:

- a. Geotechnical Report by Mactec
- b. Hazardous Materials investigation & site remediation plans by SCS
- c. Excerpts of 95% Library Plans by Group 4 Architecture + Planning
- d. Milpitas East Parking Garage Plans by Chong Partners Architecture
- e. CEQA Environmental Impact Report and Mitigation Monitoring Plan by LSA
- f. Other information on the City's website at www.ci.milpitas.ca.gov

Issued by the Milpitas Redevelopment Agency

Mark Rogge, P. E.
Capital Improvements Program Manager

Dated

PRE-QUALIFICATIONS STATEMENT

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PRE-QUALIFICATIONS STATEMENT

PART 1 - GENERAL INFORMATION

1.01 PROJECT DESCRIPTION. The proposed 60,000 square foot New Milpitas Public Library to be located at 150 North Main Street consists of new one- and two-story construction that will flank the existing single story historic Milpitas Grammar School building. The existing approximately 15,000 square- foot single-story Type V-N building will be restored and adaptively reused as an integral part of the library. The new additions consist of steel framed structure with structural concrete mat foundation and include a raised floor system with an under floor HVAC system. The project also includes a significant amount of coordination with Main Street Improvement projects and the adjacent East Parking Garage structure located east of the "South Wing" of the Library building. The East Parking Garage is scheduled for completion in August 2007. The "South Wing" shares an area separation wall with the Garage. The 2-hour separations will be built under the Library contract after the Library mat slab west of the Garage is constructed.

1.02 INVITATION TO COMPLETE AND SUBMIT PRE-QUALIFICATION STATEMENTS/ MILESTONES

- A. It is mandatory that all Prospective Bidders who intend to submit bids for the Project submit the Pre-Qualifications Statement (PQS) and be approved by the Agency to be on the Bidders List.

Prospective Bidders shall submit the PQS no later than **2:00 p.m. on August 31, 2006**, to the City Clerk's Office of the City of Milpitas, 455 East Calaveras, Milpitas, California 95035. Three sets of the PQS, with all exhibits and additional information sheet attachments, shall be submitted. All information submitted for pre-qualification evaluation will be considered official information acquired in confidence and the Agency will maintain its confidentiality to the extent permitted by law.

- B. The Agency will evaluate the information contained in each Prospective Bidder's PQS and may request additional pertinent information. The Agency's decision will be based on its evaluation of the information disclosed in the Prospective Bidder's PQS. The sole and discretionary judgment of the Agency, and/or its designee, will determine if a Prospective Bidder is deemed responsible. Should a Prospective Bidder be deemed to be ineligible to bid on this Project, the Agency will provide upon request the basis for the decision.
- C. A Prospective Bidder deemed ineligible to bid on this Project may appeal the original determination of the Agency within seven (7) calendar days from the date the list of pre-qualified Prospective Bidders is announced. A Prospective Bidder that wishes to appeal must do so by filing with the City Clerk's Office a written request stating the basis for the appeal, and by supplying any new or additional documentation and/or evidence supporting the request within the stated time. Agency, and/or its designee, will review the matter within seven (7) calendar days of the close of the appeal period. Agency, and/or its designee, will review new evidence provided by the Prospective Bidder demonstrating qualifications to perform the contract. If the Prospective Bidder is deemed eligible after the new evidence is evaluated, the Agency will add the Prospective Bidder to the Bidder's List.
- D. The Agency evaluation of the Prospective Bidder's quality, trustworthiness, fitness and capacity to satisfactorily perform the proposed work applies only to this Project.
- E. During the evaluation of the PQS, should any additional information be requested by the Agency, Prospective Bidders must provide that information within two (2) working days of the request. Failure to provide the information within the specified time period may result in disqualification from the process.

1.03 PRE-QUALIFICATIONS STATEMENT REQUIREMENTS. Prospective Bidders shall submit all information and forms specified in Part 2, including Exhibits A, B, C, and F, and additional statements, reports, and explanation sheets. Failure to provide required responsibility information at the time, date and location indicated shall constitute grounds for rejection of the PQS.

1.04 LICENSES. Prospective Bidders must hold a valid Class "B" license issued by the State of California Contractor's License Board at the time of bid submission. If a Prospective Bidder currently has a Class B license, submit the license number and expiration date with this PQS.

1.05 EXPERIENCE

- A. The Agency's criteria for evaluating a Prospective Bidder's qualifications shall be based upon the Prospective Bidder's overall experience and the experience of the key personnel assigned to this Project, and other criteria, as listed below, that the Agency deems necessary to ascertain the capabilities and past performance of each Prospective Bidder.
- B. Using Exhibits A and B, each Prospective Bidder shall document its overall experience acting as a general contractor, and specifically, on the following types of projects:
1. A minimum of five completed projects, each with a construction value of \$20 million or more in the last five (5) years, and a minimum of \$40 million in total completed construction work on average for each of the last five (5) years.
 2. At least two of the five projects must have a public agency as the owner.
 3. At least two of the five projects must be multi-level steel framed structure.
 4. At least one of the projects must have included the installation of pedestal type raised access floor with integral under floor HVAC system for at least 50% of the gross floor area.
 5. Three of the projects must have been performed by the personnel proposed for the New Milpitas Library, as identified in Paragraph C below.

The same project may be used to meet multiple requirements, if the project involved one or more of the key elements listed above. **If the Prospective Bidder is unable to meet these minimum experience requirements, the Prospective Bidder may be disqualified from bidding the Project.**

- C. Key staff to be committed to the Project must have experience in project management, construction management, field supervision and coordination, and managing work where such staff was acting on behalf of a general contractor in a similar role on projects of scope and magnitude described above. Prospective Bidder shall provide resumes of all key personnel showing evidence of the above; including a list of all projects they have managed, supervised or worked on within the last five (5) years. **At a minimum, Prospective Bidders must provide resumes for the Project Manager and General Field Superintendent proposed for the New Milpitas Public Library Project. Below are the minimum requirements for each individual:**
1. Project Manager: A minimum of ten (15) years of construction experience with a minimum of ten (10) years of experience managing similar building projects with a raised access floor and with a construction value over \$20 million.
 2. On-Site General Field Superintendent: A minimum of fifteen (15) years of experience with a minimum of ten (10) years of experience managing similar projects with a construction value over \$20 million.

1.06 FINANCIAL

- A. Prospective Bidder shall attach a copy of his latest financial statement and balance sheet. The information provided will be treated confidentially. It is mandatory that this information be provided.
- B. Prospective Bidder shall list yearly volume of work and net income for each of the past five (5) years. Attention is directed to requirements stated in Paragraph 1.05B above regarding annual volume of work.
- C. Prospective Bidder shall list value of work currently on backlog, with percent complete as appropriate.

1.07 REFERENCES. Prospective Bidder shall provide a list of references to include at least three of each of the following: Project owner, major supplier, and major trade subcontractor. A bank reference shall also be provided.

1.08 SAFETY

- A. Prospective Bidder shall complete and submit the attached Exhibit C.
- B. The EMR is established by the Prospective Bidder's insurance carrier based on his loss record. Prospective Bidders shall provide their intrastate EMR, which is used for evaluation of contractors in the State of California. An EMR of 1.0 or less, averaged over the last three years is preferred for pre-qualification on this Project.

1.09 INSURANCE REQUIREMENTS

- A. Prospective Bidder shall demonstrate evidence of its ability to maintain in full force and effect, at no cost to Agency, the following insurance policies with coverage amounts and including the required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit D:
 - 1. Commercial general liability policy (bodily injury and property damage);
 - 2. Worker's compensation employer's liability policy;
 - 3. Comprehensive automobile liability insurance policy; and
 - 4. Other specific insurance that may be described in the bid package.
- B. Said policies shall be maintained for employees and vehicles assigned to the performance of Project.

1.10 LITIGATION

- A. Prospective Bidders shall list any history of claims, including any past judgments, current claims, litigation disputes, terminations for cause and arbitrations for cause associated with any work contracted on any project in the past five (5) years.
- B. Prospective Bidders shall list projects it has worked on within the last five years where change orders exceeded 10% of the total contract price. Prospective Bidders shall provide the updated contact information (office address, telephone and email address) of the owner(s) of all projects listed.

- C. **Prospective Bidders shall list any litigious disputes or claims -- excluding stop notices -- in the past five (5) years with project owners, that total one million dollars (\$1,000,000) or more (excluding subcontractor claims).** If a prospective bidder is found to have two or more prior or current projects resulting in litigation or claims in excess of \$1,000,000, additional information must be provided regarding the nature, extent and background facts pertaining to the pending and/or prior claims, with the City reserving the right to determine prospective bidder disqualified from bidding on the Project based on the information submitted.

1.11 **INTEGRITY.** Prospective Bidder may be deemed disqualified if any of his responses to this PQS is found to have any material untruths, discrepancies, or omissions.

1.12 **FAIR EMPLOYMENT REQUIREMENTS.** Prospective Bidder shall not have discriminated against employee or applicant for employment because of race, color, creed, national origin, ancestry, sex, sexual orientation, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

1.13 **PREVAILING WAGE RATES.** All workers employed in the field construction for the Project shall be paid rates at least equal to the California prevailing wage rates.

A. Pursuant to Section 1773 of the Labor Code of the State of California, the Agency has obtained from the Director of the Department of Industrial Relations the General Prevailing Rate for base work, holidays and overtime work for each craft, classification, or type of workman required to execute the contract.

B. A copy of said prevailing rate of per diem wages is on file in the Office of the City Clerk, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request. The provisions of Division 2, Part 7, Chapter 1, Article 2 (commencing with Section 1770) of the Labor Code of the State of California and all amendments thereto.

1.14 **BONDING REQUIREMENTS**

A. A bid bond is not required to be submitted with the PQS. However, at the time a bid is submitted by any contractor on the Bidders List, such bid must be accompanied by either cash, a cashier's check, or a bond in the sum of not less than ten percent (10%) of the total aggregate of the bid including all additive and/or alternate bid items. The check or bond shall be made payable to the Milpitas Redevelopment Agency.

B. Project shall require the following bonds from the successful bidder:

1. Payment bond for public works in an amount equal to one hundred percent (100%) of the contract price as determined from the prices in the bid form, including the base bid and all additive and/or alternate bid items awarded;
2. Performance bond in an amount equal to one hundred percent (100%) of the contract price as determined from the prices in the bid form, including the base bid and all additive and/or alternate bid items awarded.

C. Prospective Bidder shall provide all documentation related to the above bonding requirements as set forth in Part 2, Paragraph 11, below, from the Prospective Bidder's surety, including a notarized statement from the surety indicating its consent to bond the Project.

D. **Prospective Bidders with a bonding rate that exceeds \$10.00 per \$1,000 may be disqualified from bidding the Project.**

- 1.15 **PREVIOUS WORK PERFORMANCE.** Prospective Bidders must answer the questions posed, and if applicable, supply additional information.
- 1.16 **STRUCTURE OF COMPANY.** Prospective Bidders must supply the information requested.
- 1.17 **COMPLIANCE WITH ETHICAL STANDARDS.** As a condition precedent to submitting this PQS for consideration, Prospective Bidder shall:
 - A. Read Exhibit E, titled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE MILPITAS REDEVELOPMENT AGENCY", which is attached hereto and incorporated herein by this reference.
 - B. Execute Exhibit F, titled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS", which is attached hereto and incorporated herein by this reference.

**NEW MILPITAS LIBRARY
MILPITAS REDEVELOPMENT AGENCY PROJECT NO. 8162**

PRE-QUALIFICATIONS STATEMENT

PART 2 - RESPONSE SHEETS

All information submitted for pre-qualification evaluation will be considered official information acquired in confidence and the Agency will maintain its confidentiality to the extent permitted by law. If an explanation and/or additional sheets are required for any responses, please attach additional pages signed by the preparer and identify clearly the question to which the attached page refers (with Prospective Bidder's name at the top of each page).

1. License.

- A. Name of license holder exactly as on file with the California State License Board. If none, state none.

- B. License Number: _____
Classification(s): _____
Expiration Date: _____

- C. If joint venture, joint venture must be licensed if awarded contract.

2. Firm Experience.

- A. Provide information for all current building projects under construction with a construction value of \$20 million or more on **Exhibit A** (attached). Additionally, include all library facility projects, regardless of project size.
- B. Provide information for all projects completed within the past five (5) years, which had a construction value of \$20 million or more on **Exhibit B** (attached). Additionally, include all library projects, regardless of project size. At least three (3) projects must have been performed by the personnel listed in Paragraph 3 below. Be sure to indicate which of the projects demonstrate contractor's ability to meet which of the minimum experience requirements specified in Part 1, Paragraph 1.05B.

3. Staff Experience.

- A. List below the key personnel to be assigned to the New Milpitas Library. These individuals shall meet the required qualifications referenced in Paragraph 1.05C of Part 1-General Information.

Project Manager: _____

On-Site General Field Superintendent: _____

- B. Attach resumes for each of the above referenced personnel to satisfy the requirements of Part 1, Paragraph 1.05C. For each person, submit a list of projects within the last five years, including the most recent project to which he/she was assigned, demonstrating their field engineering, coordination, management and scheduling experience. At least three (3) projects must qualify for being listed as specified in Paragraph 2-B above.

4. **Financial.**

- A. Attach a copy of your firm's current audited financial statement and balance sheet. Indicate the net income for each of the last five (5) years.
- B. Submit a list all projects performed by you within the last five (5) years and their individual monetary values.
- C. Indicate the average annual monetary volume of work over the past five (5) years: _____
- D. Submit a list of projects currently on backlog, with monetary value and percent complete for each project.

5. **References.**

- A. Attach a list of references for each of the following: Project owners, major suppliers, major trade subcontractors, and bank. Include contact name, address, and phone number for each reference.
- B. Provide at least three references each for owners, major suppliers, and major trade subcontractors.

6. **Safety.** Complete and submit the Safety and Loss Control Data Responsibility Form, **Exhibit C** (attached).

7. **Insurance.** Attach current insurance certificate that lists evidence of coverage as required in **Exhibit D** (attached).

8. **Litigation.**

- A. Have you ever had a contract terminated for cause within the past five (5) years?
No _____ Yes _____ (If yes, attach details to indicate by whom, when, and why.)
- B. Are there any past, pending, or current judgments, claims, arbitration proceedings, or suits against your organization?
No _____ Yes _____ (If yes, attach details to indicate by whom, when, and why.)
- C. Has your organization been subject to judgments, claims, arbitration proceedings, or suits (whether pending or settled) based on workmanship and/or materials?
No _____ Yes _____ (If yes, attach details to indicate by whom, when, and why.)
- D. Has your organization filed any lawsuits, requested arbitration, or been involved in any litigation with regard to your contract activity within the last five (5) years?
No _____ Yes _____ (If yes, attach details.)

9. **Fair Employment.** State any instances in which Prospective Bidder has been fined, penalized or otherwise found to have violated any prevailing state or federal fair employment provision or law (use separate sheet if required). Check here if none: _____

10. **Prevailing Wage Rates.** State any instances in which Prospective Bidder has been fined, penalized or otherwise found to have violated any prevailing wage provisions (use separate sheet if required). Check here if none: _____

11. **Bonding.**

- A. Provide a certification from your bonding company for the accuracy of the following information:
Name of company issuing bond: _____
Address: _____
Surety is California admitted: Yes _____ No _____

Surety is listed in the current edition of the Federal Register: Yes _____ No _____
A.M. Best Rating: _____
Standard and Poor Rating: _____

Does surety comply with the provisions of the Code of Civil Procedure, Section 995.660?

Yes _____ No _____

Prospective Bidder's bonding rate per \$1,000: _____

Prospective Bidder's total bonding capacity: _____

Prospective Bidder's available bonding capacity: _____

B. Attach a notarized statement from the surety indicating its consent to bond the Project.

12. **Answer the following questions.** On a separate page, explain any "YES" answers in detail including dates of occurrence. Sign the explanation page.

Has your firm or any of its owner/principal or affiliated company ever:

NO YES

- A. Been unable to obtain a bond or been denied a bond for a contract?
- B. Defaulted on a contract forcing a surety to suffer a loss?
- C. Failed to complete a contract?
- D. Failed to complete a contract within the authorized contract time?
- E. Been assessed liquidated damages for any project?
- F. Ever declared bankruptcy?
- G. Been in receivership?
- H. Had any mediation or arbitration on a contract?
- I. In the last five (5) years, had any liens/stop notices for labor and/or material filed against your firm that were not resolved before a lawsuit was filed?
- J. Any currently outstanding liens/stop notices for labor and/or material filed against your firm on any contracts?

13. **Structure of Company.** Complete the following where applicable to your firm.

A. CORPORATION

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

B. PARTNERSHIP: General _____ Limited _____

Date of Organization: _____

Name and Address of Principals:

C. OTHER: If other than a Corporation or Partnership, describe organization and name of Principals.

D. How many years has your Organization been in business as a General Contractor? _____ Years.

E. How many years has your Organization been in business under its present business name? _____ Years.

F. Under what other or former name(s) has your Organization operated? (Indicate name and duration in years.)

G. List the type of construction work normally performed with your own forces:

14. **Compliance with Ethical Standards.** Read Exhibit E and execute Exhibit F.

15. **Certification.** The Undersigned declares under penalty of perjury that all of the responsibility information submitted with this form is true and correct and that this Declaration was executed by a duly authorized officer of the Company.

Signature _____

Typed or Printed Name and Title _____

Firm Name _____

PQS Contact Email Address _____

Address _____

Telephone Number _____ Fax Number _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED. Attach a notary public's acknowledgment of the signature. If the PQS is submitted on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above.

EXHIBIT A
PROJECTS IN PROGRESS

(PHOTOCOPY THIS EXHIBIT AND SUBMIT A SEPARATE PAGE FOR EACH PROJECT)

Provide information for each project in progress with a construction value in excess of \$20 million, and for which the Prospective Bidder is acting as general contractor. Additionally, include all library projects regardless of size.

PROJECT NAME: _____

LOCATION: _____

PROJECT DESCRIPTION: _____

OWNER:

NAME: _____ TELEPHONE: _____

CONTACT: _____

ARCHITECT:

NAME: _____ TELEPHONE: _____

CONTACT: _____

OWNER'S CONSTRUCTION MANAGER:

NAME: _____ TELEPHONE: _____

CONTACT: _____

CONTRACTOR'S PROJECT MANAGER: _____

FIELD SUPERINTENDENT: _____ PROJECT ENGINEER: _____

PERCENT COMPLETE TO DATE: _____ % as of _____, 2006.

DESCRIBE THE WORK PERFORMED BY PROSPECTIVE BIDDER'S FORCES.

VALUE OF WORK PERFORMED BY PROSPECTIVE BIDDER'S FORCES: \$ _____

Base Bid \$ _____

Total number of Change Orders _____ Change Order as % of Base Bid _____

(For projects with Change Orders in excess of 10% of Base Bid, explain reasons on a separate sheet.)

Total number of claims _____

Total amount of claims _____

(Explain claims on separate sheet.)

Original Completion Date _____

Forecast Completion Date _____

(Explain difference between original and forecast completion dates. Attach separate sheet if necessary.)

EXHIBIT B

PROJECTS COMPLETED

(PHOTOCOPY THIS EXHIBIT AND SUBMIT A SEPARATE PAGE FOR EACH PROJECT)

Provide information for each completed project within the last five (5) years, with a value in excess of \$20 million. Additionally include all library projects regardless of size. Indicate which project meets which of the requirements described in Paragraph 1.05 B of Part 1.

PROJECT NAME: _____

LOCATION: _____

PROJECT DESCRIPTION: _____

OWNER:

NAME: _____ TELEPHONE: _____

CONTACT: _____

ARCHITECT:

NAME: _____ TELEPHONE: _____

CONTACT: _____

OWNER'S CONSTRUCTION MANAGER:

NAME: _____ TELEPHONE: _____

CONTACT: _____

CONTRACTOR'S PROJECT MANAGER: _____

FIELD SUPERINTENDENT: _____ PROJECT ENGINEER: _____

DESCRIBE THE WORK PERFORMED BY PROSPECTIVE BIDDER'S FORCES.

DOES PROJECT INCLUDE: UNDERGROUND PARKING STRUCTURE? _____ RAISED ACCESS FLOOR WITH UNDER FLOOR HVAC SYSTEM? _____

FINAL CONSTRUCTION COST OF PROJECT: \$ _____

VALUE OF WORK PERFORMED BY PROSPECTIVE BIDDER'S FORCES: \$ _____

Base Bid \$ _____

Total number of Change Orders _____ Change Order as % of Base Bid _____

(For projects with Change Orders in excess of 10% of Base Bid, explain reasons on a separate sheet.)

Total number of claims _____

Total amount of claims _____

(Explain claims on separate sheet.)

Original Completion Date _____

Actual Completion Date _____

(Explain difference between original and actual completion dates. Attach separate sheet if necessary.)

EXHIBIT C
SAFETY AND LOSS CONTROL DATA RESPONSIBILITY FORM

1. List your firm's experience modification rate (EMR) for the past three (3) years and current year. Provide a letter from your insurance carrier or state fund (on its letterhead verifying the EMR data).

Current year _____ 2004 _____ 2003 _____ 2002 _____

Are the above rates interstate or intrastate? If intrastate, which state? _____

2. Provide copies of your company's injury experience for the past four (4) years using OSHA No. 200 logs. If you do not complete OSHA 200 forms, explain why.

3. Has your company been cited by OSHA in the past five (5) years? Yes _____ No _____
If yes, how many times? _____; for what reason? _____

OSHA incident frequency rates: _____

4. Will your insurance company's loss control specialist visit the project site? Yes _____ No _____
If yes, how often? Monthly _____ Quarterly _____ Annually _____

5. Do you require documented safety meetings be held for:

A. Field Supervisor Yes _____ No _____
Frequency _____

B. Employees Yes _____ No _____
Frequency _____

C. New Hires Yes _____ No _____
Frequency _____

D. Subcontractors Yes _____ No _____
Frequency _____

6. Do you conduct documented safety inspections? Yes _____ No _____ Frequency _____

7. Do you have home office safety representatives who visit/audit the job?
Yes _____ No _____ Frequency _____

8. Do you have personnel permanently assigned for safety? Yes _____ No _____

9. Submit a copy of your safety program.

10. The undersigned warrants and represents the data provided in this Exhibit C is accurate in all respects.

Signature _____

Typed or Printed Name and Title _____

Firm Name _____

EXHIBIT D

STANDARD INSURANCE REQUIREMENTS

1. GENERAL INFORMATION

- A. Definitions. For the purpose of this exhibit, the terms "personal injury" and "injury to a person" or similar terms include death resulting therefrom and shall not be limited to bodily injury.
- B. Insurance Requirements. Prior to commencement of any Work under the Contract Documents, and any extension thereof, and until Final Acceptance of the Work, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain in full force not less than the minimum insurance coverage and limits of insurance with the endorsements and deductibles indicated in this exhibit. Such insurance coverage shall be maintained with insurers and under forms of policies satisfactory to Agency and otherwise as described in this exhibit.

2. WORKERS' COMPENSATION INSURANCE OR SECURITY

- A. Contractor's Requirements. In accordance with the provisions of the Labor Code, Contractor is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate workers' compensation insurance.
- B. Contractor's Compliance. Contractor shall meet the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of said Code. Contractor shall comply with such provisions before commencing the performance of the Work included in the Contract Documents.
- C. Coverage
 - 1. Workers' Compensation insurance with an insurance carrier satisfactory to Agency and the following coverage limits:
 - a. Workers Compensation Insurance, Coverage A, Statutory Limit
 - b. Employer's Liability Insurance Coverage B. Not less than one million dollars (\$1,000,000) each accident/Bodily Injury, one million dollars (\$1,000,000) policy limit Bodily Injury by disease and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
 - 2. In the event Contractor is self-insured, Contractor shall furnish Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.
 - 3. If any injury occurs to any employee of Contractor for which the employee, or employee's dependents in the event of employee's death, is entitled to compensation from Agency under the provisions of Division 4 (commencing with Section 3201 and hereinafter referred to as "Act") of the Labor Code, or for which compensation is claimed from Agency, Agency may retain, out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation as fixed by said Act until such compensation is paid, or until it is determined that no compensation is due. If Agency is compelled to pay such compensation, it will deduct and retain from such sums due Contractor the amount so paid.
- D. Indemnification. The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Coverage for Commercial General Liability Insurance, Combined Single Limit Liability. The policy shall provide limits of liability of not less than:
1. Combined single limit liability insurance insuring against loss arising from personal injury (as defined herein) and/or property (real and/or personal) damage in the amount of not less than five million dollars (\$5,000,000) for each of the following provisions:
 - a. on account of any one accident or occurrence (combined single limit),
 - b. for personal injury liability,
 - c. for products-completed operations, and
 - d. general aggregate. – if used, shall be a minimum limit of \$10 million
 2. The general aggregate limits shall apply separately to the Work under the Contract Documents. The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any insurance policy.
 3. The policy shall operate as primary insurance and the following perils shall also be covered:
 - a. Broad form blanket contractual liability coverage for liability assumed under the Contract Documents and all other contracts related to the Work to be performed under the Contract Documents,
 - b. Completed operations/product liability with a five (5) year extension beyond completion of the Project,
 - c. Broad form property damage,
 - d. Property Damage Liability arising out of the "XC&U" hazards (explosion, collapse and underground damage), where applicable,
 - e. Personal Injury Liability, A, B & C with employee exclusion void,
 - f. The "Other Insurance" clause is to be deleted and this insurance is to be primary, and
 - g. Independent Contractor.
 4. The policy shall include the following endorsements:
 - a. Broad form property damage endorsement.
 - b. Personal Injury endorsement.
 5. No other insurance or protection from liability afforded to or affected by Agency, within the above policy limits, shall be called on to contribute to a loss covered thereunder. The inclusion of Contractor and Agency in the same policy shall not defeat coverage in the event liability is incurred between Contractor and Agency.
- B. Deductibles and Self Retentions. Deductibles shall be not greater than one hundred thousand dollars (\$100,000); Self Retentions shall not be greater than twenty-five thousand dollars (\$25,000).

4. COMPREHENSIVE AUTOMOBILE LIABILITY POLICY

- A. Comprehensive Automobile Liability Insurance Coverage. The policy shall provide limits of liability of not less than:

1. A minimum combined single limit of not less than two million dollars (\$2,000,000) each occurrence, for bodily injury and/or property damage for loss arising from personal injury (as defined herein above) and/or property damage applicable to vehicle used in pursuit of any activities associated with the Contract Documents.
2. The policy shall be applicable to vehicles used in pursuit of any of the activities associated with the Contract Documents and shall provide coverage for the following:
 - a. All owned vehicles,
 - b. Employer's Nonownership Liability, and
 - c. Hired automobiles.
- B. Scheduled Vehicles Restriction. Contractor shall not provide a Comprehensive Automobile Liability policy specifying scheduled vehicles without the express written consent of Agency.
5. **NOT USED**
6. **NOT USED**
7. **ADDITIONAL REQUIREMENTS**
 - A. The carrying of the insurance described in this exhibit shall not be construed to be a limitation of the liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise.
 - B. Certificates of Insurance and Endorsements shall clearly indicate Agency Contract number and title of Contract Documents. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after final payment. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.
 - C. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Agency, warrant such increase. Contractor shall increase required insurance amounts upon direction by Agency.
 - D. Any type of insurance or any increase of limits of liability not described in this exhibit which Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
 - E. Any policies effected by Contractor on its own and/or rented equipment and material shall contain a provision requiring the insurance carriers to waive their rights of subrogation against Agency and all other indemnitees named in the Contract Documents, as well as insurance carriers for the Project.
 - F. Should Contractor engage a subcontractor, the same conditions will apply under the Contract Documents to each subcontractor, of every tier.
 - G. Contractor shall cooperate fully with Agency and Contractor's insurance companies in a safety and accident prevention program and claims handling procedures as established for the Project.
8. **ENDORSEMENTS.**
 - A. All of the following clauses and endorsements, or similar provisions, are required to be made a part of each of the required policies.

1. Additional Insureds Milpitas Redevelopment Agency, its Board, commissions, officials, officers and employees, agents, and consultants are hereby added as additional insureds in respect to liability arising out of Contractor's work for Agency, providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2010, 1985 Edition, or insurer's equivalent (CGL).
2. General Aggregate The general aggregate limits shall apply separately to Contractor's Work under the Contract Documents providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL).
3. Each insurance policy shall be considered primary insurance, as respects to any other valid and collectible insurance Agency may possess, including any self-insured retention it may have. Any other insurance Agency possesses shall be considered excess insurance only and shall not be called upon to contribute with this insurance.

9. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.**

- A. All of the insurance companies providing insurance for Contractor, except for surety bonds, shall have and provide proof of an A. M. Best Rating Service rate of A:VIII or above or a company of equal financial stability that is approved by the City Attorney's Office.
- B. Upon Agency's request, Contractor shall submit to Agency copies of the actual insurance policies or renewals or replacements.
- C. No cancellation or of the coverage provided shall be effective until written notice has been given to Agency at least thirty (30) days (10 days for non-payment of premium) prior to the effective date of such cancellation. In the event of non-renewal, written notice shall be given at least sixty (60) days prior to the effective date of non-renewal. All of the above insurance shall contain endorsements evidencing the requirements above. The Milpitas Redevelopment Agency is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least sixty (60) days' prior written notice sent to Agency.
- D. Contractor agrees, if it does not keep all required insurance in full force and effect and furnish satisfactory evidence thereof, Agency shall have the right (but not the obligation) to take out and maintain same for all parties on behalf of Contractor, who agrees to furnish all necessary information thereof and to pay the cost thereof immediately upon presentation of a bill. If Contractor fails to pay any bill, the repayment thereof shall be a proper charge against Contractor or credit against any moneys or consideration to which Contractor may otherwise be entitled under the terms of the Contract Documents.

END OF EXHIBIT D

EXHIBIT "E"

ETHICAL STANDARDS FOR CONTRACTORS

1. Agency may, at its sole discretion, terminate any contract with Contractor if any of the following occurs:
 - A. If Contractor¹ does any of the following:
 - i. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - ii. Is convicted of a crime punishable as a felony involving dishonesty;³
 - iii. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
 - iv. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Agency contractor or subcontractor; or
 - v. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or
 - B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
2. Agency may also terminate any contract with Contractor if any one or more of the following occurs:
 - A. If Contractor becomes "insolvent";⁴
 - B. If Agency determines that Contractor no longer has the financial capability or business experience including, without limitation, loss of personnel deemed essential by Agency to perform successfully the terms of, or operate under, any contract with Agency; or
 - C. If Agency determines that Contractor fails to submit information, or submits false information.
3. In the event a prospective Contractor (or Bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to the these provisions, Contractor may appeal Agency's action to the Milpitas Redevelopment Agency Board by filing a written request with the City Clerk within ten (10) calendar days of the notice given by Agency. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. Contractor shall have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and written.

1 For purposes of this document, the term "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a person who owns more than ten percent (10%) of the outstanding stock of a corporation and who is active in the day to day operations of that corporation.

2 For purposes of this document, the terms "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

3 For purposes of this document, the term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

4 For purposes of this document, Contractor is "insolvent" if it is unable to pay its debts as they become due, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of Contractor's assets.

END OF EXHIBIT E

EXHIBIT "F"

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, _____, being first duly sworn, depose and say to Milpitas Redevelopment Agency ("Agency") that:

1. I am _____ *[insert title or capacity]* of _____ *[insert entity name]* ("Bidder").
2. I hereby state that I have read and understood the attached Exhibit E, "Ethical Standards for Contractors." I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Exhibit E. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.
3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote no. 1 of Exhibit E has been convicted of any one or more of the crimes identified in Exhibit E within the past five (5) years.
4. Notwithstanding award of any contract by Agency or performance thereunder, the Agency shall have all rights and remedies described in Exhibit E.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Name of Firm

Signature

Title

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

END OF EXHIBIT F